

|  |               |   |   |   |              |   |         |
|--|---------------|---|---|---|--------------|---|---------|
| <b>AWARD/CONTRACT</b>  |               | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) |   | Rating DOA4   | Page 1 Of 30 |   |         |
| 2. Contract (Proc. Inst. Ident) No.<br>DAAE07-03-C-N088  |               | 3. Effective Date<br>2003MAY13                            |   | 4. Requisition/Purchase Request/Project No.<br>SEE SCHEDULE   |              |   |         |
| 5. Issued By<br>TACOM<br>AMSTA-AQ-AHPC<br>BETTY HAASS (586)574-5877<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br>e-mail address: HAASSB@TACOM.ARMY.MIL   |               | Code W56HZV   | 6. Administered By (If Other Than Item 5) Code S0513A<br>DCMA SANTA ANA<br>34 CIVIC CENTER PLAZA<br>ROOM 813A<br>SANTA ANA CA 92701-4056<br><br>SCD C PAS NONE ADP PT HQ0339  |   |              |   |         |
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)<br>SCFM CORPORATION<br>1153 RED GUM STREET<br>ANAHEIM CA 92806<br><br>TYPE BUSINESS: Other Small Business Performing in U.S.   |               |   | 8. Delivery<br><input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)<br>9. Discount For Prompt Payment<br>Net 30 Days<br>10. Submit Invoices (4 Copies Unless Otherwise Specified)  Item 12<br>To The Address Shown In: |   |              |   |         |
| Code OSVT7   | Facility Code |   | 12. Payment Will Be Made By Code HQ0339<br>DFAS - COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>COLUMBUS, OH 43218-2381  |   |              |   |         |
| 11. Ship To/Mark For Code<br>SEE SCHEDULE  |               |   | 13. Authority For Using Other Than Full And Open Competition:<br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )  |   |              |   |         |
| 15A. Item No. SEE SCHEDULE   |               |   | 15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price  |   |              |   |         |
| 15C. Quantity  |               |   | 15D. Unit   |   |              |   |         |
| 15E. Unit Price  |               |   | 15F. Amount   |   |              |   |         |
| 15G. Total Amount Of Contract  |               |   | \$282,834.00  |   |              |   |         |
| <b>16. Table Of Contents</b>   |               |   |   |   |              |   |         |
| (X)  | Section       | Description   | Page(s)   | (X)   | Section      | Description   | Page(s) |
| Part I - The Schedule  |               |   |   | Part II - Contract Clauses  |              |   |         |
| X  | A             | Solicitation/Contract Form                                | 1   | X   | I            | Contract Clauses  | 22      |
| X  | B             | Supplies or Services and Prices/Costs                     | 4   | Part III - List Of Documents, Exhibits, And Other Attachments   |              |   |         |
| X  | C             | Description/Specs./Work Statement                         | 9   | X   | J            | List of Attachments   | 30      |
| X  | D             | Packaging and Marking                                     | 12  | Part IV - Representations And Instructions  |              |   |         |
| X  | E             | Inspection and Acceptance                                 | 13  |   | K            | Representations, Certifications, and Other Statements of Offerors         |         |
| X  | F             | Deliveries or Performance                                 | 15  |   |              |   |         |
| X  | G             | Contract Administration Data                              | 18  |   | L            | Instrs., Conds., and Notices to Offerors                                  |         |
| X  | H             | Special Contract Requirements                             | 19  |   | M            | Evaluation Factors for Award  |         |
| Contracting Officer Will Complete Item 17 Or 18 As Applicable  |               |   |   |   |              |   |         |
| 17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |               |   |   | 18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |              |   |         |
| 19A. Name And Title Of Signer (Type Or Print)  |               |   |   | 20A. Name Of Contracting Officer<br>ELLEN DENNIS<br>DENNISE@TACOM.ARMY.MIL (586)574-8056  |              |   |         |
| 19B. Name of Contractor  |               | 19c. Date Signed  |   | 20B. United States Of America   |              | 20C. Date Signed  |         |
| By _____<br>(Signature of person authorized to sign)   |               |   |   | By _____ /SIGNED/<br>(Signature of Contracting Officer)   |              | 2003MAY13   |         |
| NSN 7540-01-152-8069<br>PREVIOUS EDITIONS UNUSABLE   |               |   |   | 25-106<br>GPO : 1985 0 - 478-632  |              | Standard Form 26 (Rev. 4-85)<br>Prescribed By GSA-FAR (4.8 CFR) 53.214(a) |         |

|  |  |                            |
|--|--|----------------------------|
| <b>CONTINUATION SHEET</b>                              | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE07-03-C-N088 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 30 |
| <b>Name of Offeror or Contractor:</b> SCFM CORPORATION |  |                            |

SECTION A - SUPPLEMENTAL INFORMATION

|     | <u>Regulatory Cite</u> | <u>Title</u>        | <u>Date</u> |
|-----|------------------------|---------------------|-------------|
| A-1 | 52.204-4850<br>(TACOM) | ACCEPTANCE APPENDIX | FEB/2002    |

(a) Contract Number DAAE07-03-C-N088 is awarded to SCFM Corporation. The Government accepts your proposal dated 2003 Apr 14, in response to Solicitation Number: DAAE07-03-R-M032, signed by John Seath, President of your company.

(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM  
REQUIREMENT: MIL-I-45208

Section E, 52.246-4028, INSPECTION POINT: SCFM Corporation  
1153 Red Gum Street  
Anaheim, CA 92806

Shipping Characteristics:

Type of "Outer" container: Wood Box  
Size of outer container: 29.5 inches (Length) x 27.4 inches (Width) x 13.8 inches (Height) = 6.5  
Cubic Ft.  
Number of items per outer container: One (1) each  
Gross weight of outer container and contents: 144 lbs.  
Palletized/Skidded: Yes  
Number of outer containers per pallet/skid: 16  
Weight of empty pallet bottom/skid and sides: 100 lbs.  
Size of pallet/skid and contents: 2,500 lbs; Cube 125;  
Number of outer containers or pallets/skids per trailer: 128(8)  
Size of trailer: 40 ft.  
Type of trailer: Van

Delivery: The contractor will comply with the delivery schedules as shown in Schedule B. Accelerated delivery is acceptable to the Government at no additional cost.

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: Amendment 0001.

(e) CLINS 0003AA, 0004AA and 0005AA from Solicitation DAAE07-03-R-M032 have been renumbered in this contract to CLINS 0001AA, 0002AA and 0003AA, respectively.

[End of Clause]

|     |       |                                      |          |
|-----|-------|--------------------------------------|----------|
| A-2 | TACOM | DISCLOSURE OF UNIT PRICE INFORMATION | DEC/2002 |
|-----|-------|--------------------------------------|----------|

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

|     |                        |                                     |          |
|-----|------------------------|-------------------------------------|----------|
| A-3 | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | MAR/2001 |
|-----|------------------------|-------------------------------------|----------|

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on

|                           |   |                            |
|---------------------------|---|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE07-03-C-N088<br><b>MOD/AMD</b> | <b>Page</b> 3 <b>of</b> 30 |
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**Name of Offeror or Contractor:** SCFM CORPORATION

the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

|     |                        |   |          |
|-----|------------------------|---|----------|
| A-4 | 52.215-4854<br>(TACOM) | PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS<br>SOLICITATION/REQUEST | JUL/2002 |
|-----|------------------------|---|----------|

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Amendment 0001

1. The purpose of Amendment 0001 is to change the delivery schedule of CLIN 0003AA as shown on the schedule pages and to identify the location that CLIN 0004AA will be shipped to.
2. You must indicate that you will meet the required delivery schedule of CLINs 0003AA, 0004AA and 0005AA or you will not be considered for award for those CLINs.
3. You must acknowledge receipt of this amendment or you will not be considered for award.
3. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE07-03-C-N088 MOD/AMD | Page 4 of 30 |
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Name of Offeror or Contractor: SCFM CORPORATION

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT        |
|---------|---|----------|------|----------------|---------------|
| 0001    | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 4140-01-310-1985<br>FSCM: 19207<br>PART NR: 12367532<br>SECURITY CLASS: Unclassified  |          |      |                |               |
| 0001AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FAN,VANEAXIAL<br/>PRON: PF3MEXB159 PRON AMD: 04 ACRN: AA<br/>AMS CD: 23106552019</p> <p><u>CAUTIONARY NOTE CONCERNING SOURCE CONTROLLED ITEM</u></p> <p>This solicitation is restricted to the Military Part Number (MIL P/N) identified in the section entitled <u>SUPPLIES AND SERVICES AND PRICES/COSTS</u>. The drawing for this military part number identifies a manufacturer's part number. The manufacturer's part number shall meet all requirements and criteria of the military part number drawing as well as any other requirements of the technical data package. Inspection and acceptance shall be based on the requirements and criteria contained in the technical data package.</p> <p>(End of narrative B001)</p> <p>NOTE: ONLY THE SOURCES AND PART NUMBERS LISTED BELOW ARE APPROVED FOR THIS PROCUREMENT:</p> <p>Howden Airdynamics Inc, CAGE 58163 under manufacturer's part number 42360-2; and</p> <p>SCFM Inc., CAGE 0SVT7, under manufacturer's part number 90000-1.</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: TDP 12367532<br/>DATE: 30-DEC-2002</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>SEE PACKAGING REQUIREMENTS SHEET IN THE TDP<br/>UNIT PACK: 001<br/>LEVEL PRESERVATION: Military</p> | 96       | EA   | \$ 1,654.00000 | \$ 158,784.00 |

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|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE07-03-C-N088 MOD/AMD | Page 5 of 30 |
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Name of Offeror or Contractor: SCFM CORPORATION

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|---|----------|------|----------------|--------------|
|         | <p>LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC                                  SUPPL<br/><u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u><br/>001   W80FLR3010EF01   W8007A    M                                  2<br/><u>DEL REL CD</u>                                  <u>QUANTITY</u>                                  <u>DEL DATE</u><br/>001                                  6                                  01-AUG-2003<br/><br/>002                                  7                                  01-SEP-2003<br/><br/>003                                  8                                  01-OCT-2003<br/><br/>004                                  7                                  03-NOV-2003<br/><br/>005                                  5                                  01-DEC-2003<br/><br/>006                                  5                                  02-JAN-2004<br/><br/>007                                  6                                  02-FEB-2004<br/><br/>008                                  7                                  01-MAR-2004<br/><br/>009                                  7                                  01-APR-2004<br/><br/>010                                  7                                  03-MAY-2004<br/><br/>011                                  7                                  01-JUN-2004<br/><br/>012                                  6                                  01-JUL-2004<br/><br/>013                                  13                                  01-AUG-2004<br/><br/>014                                  5                                  01-SEP-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(W8007A)    XR SPECIAL PROJECT OFFICE BRX ACCT<br/>DEFENSE DIST CENTER RED RIVER<br/>10TH AND K ST    BLDG 499<br/>TEXARKANA                                  TX 75507-5000</p> |          |      |                |              |
| 0002    | <p>NSN: 4140-01-310-1985<br/>FSCM: 19207<br/>PART NR: 12367532<br/>SECURITY CLASS: Unclassified</p>   |          |      |                |              |
| 0002AA  | <u>PRODUCTION QUANTITY</u>  | 41       | EA   | \$ 1,654.00000 | \$ 67,814.00 |

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| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE07-03-C-N088 MOD/AMD | Page 6 of 30 |
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Name of Offeror or Contractor: SCFM CORPORATION

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>NOUN: FAN,VANEAXIAL<br/>PRON: PF3LCHD259 PRON AMD: 03 ACRN: AB<br/>AMS CD: 22306100011</p> <p><u>CAUTIONARY NOTE CONCERNING SOURCE CONTROLLED ITEM</u></p> <p>This solicitation is restricted to the Military Part Number (MIL P/N) identified in the section entitled <u>SUPPLIES AND SERVICES AND PRICES/COSTS</u>. The drawing for this military part number identifies a manufacturer's part number. The manufacturer's part number shall meet all requirements and criteria of the military part number drawing as well as any other requirements of the technical data package. Inspection and acceptance shall be based on the requirements and criteria contained in the technical data package.</p> <p>(End of narrative B001)</p> <p>NOTE: ONLY THE SOURCES AND PART NUMBERS LISTED BELOW ARE APPROVED FOR THIS PROCUREMENT:</p> <p>Howden Airdynamics Inc, CAGE 58163 under manufacturer's part number 42360-2; and</p> <p>SCFM Inc., CAGE 0SVT7, under maufacturer's part number 90000-1.</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: TDP 12367532<br/>DATE: 30-DEC-2002</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>SEE PACKAGING REQUIREMENTS SHEET IN THE TDP<br/>UNIT PACK: 001<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>001 W80FLR3357EF01 W45G18 M 2<br/><u>DEL REL CD QUANTITY DEL DATE</u><br/>001 7 02-JUN-2003</p> |          |      |            |        |

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE07-03-C-N088 MOD/AMD | Page 7 of 30 |
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Name of Offeror or Contractor: SCFM CORPORATION

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|---|----------|------|----------------|--------------|
|         | <div>002 6 01-JUL-2003</div> <div>003 5 01-AUG-2003</div> <div>004 6 01-SEP-2003</div> <div>005 6 01-OCT-2003</div> <div>006 6 03-NOV-2003</div> <div>007 5 01-DEC-2003</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(W45G18) XR CONSOL PROP OFF<br/>RED RIVER ARMY DEPOT<br/>BLDG 321 S<br/>TEXARKANA TX 75507-5000</div>   |          |      |                |              |
| 0003    | NSN: 4140-01-310-1985<br>FSCM: 11111<br>PART NR: 12367532<br>SECURITY CLASS: Unclassified   |          |      |                |              |
| 0003AA  | <div><u>PRODUCTION QUANTITY</u></div> <div>34</div> <div>EA</div> <div>\$ 1,654.00000</div> <div>\$ 56,236.00</div> <div>NOUN: FAN, VANEAXIAL<br/>PRON: PF3LCHE559 PRON AMD: 02 ACRN: AB<br/>AMS CD: 22306100011</div> <div><u>CAUTIONARY NOTE CONCERNING SOURCE CONTROLLED ITEM</u></div> <div>This solicitation is restricted to the Military Part Number (MIL P/N) identified in the section entitled <u>SUPPLIES AND SERVICES AND PRICES/COSTS</u>. The drawing for this military part number identifies a manufacturer's part number. The manufacturer's part number shall meet all requirements and criteria of the military part number drawing as well as any other requirements of the technical data package. Inspection and acceptance shall be based on the requirements and criteria contained in the technical data package.</div> <div>(End of narrative B001)</div> <div>NOTE: ONLY THE SOURCES AND PART NUMBERS LISTED BELOW ARE APPROVED FOR THIS PROCUREMENT:</div> <div>Howden Airdynamics Inc, CAGE 58163 under manufacturer's</div> | 34       | EA   | \$ 1,654.00000 | \$ 56,236.00 |

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY        | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
|-------------------|---|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|---|-------------|-----|---|-------------|-----|---|-------------|-----|---|-------------|-----|---|-------------|-----|---|-------------|-----|---|-------------|--|--|--|--|
|                   | <p>part number 42360-2; and</p> <p>SCFM Inc., CAGE 0SVT7, under maufacturer's part number<br/>90000-1.</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: TDP 12367532<br/>DATE: 30-DEC-2002</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>SEE PACKAGING REQUIREMENTS SHEET IN THE TDP<br/>UNIT PACK: 001<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W80FLR3360EF05</td><td>W45G18</td><td>M</td><td></td><td>2</td></tr></table><table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>1</td><td>03-NOV-2003</td></tr><tr><td>002</td><td>6</td><td>01-DEC-2003</td></tr><tr><td>003</td><td>6</td><td>02-JAN-2004</td></tr><tr><td>004</td><td>6</td><td>02-FEB-2004</td></tr><tr><td>005</td><td>6</td><td>01-MAR-2004</td></tr><tr><td>006</td><td>6</td><td>01-APR-2004</td></tr><tr><td>007</td><td>3</td><td>03-MAY-2004</td></tr></table><p>FOB POINT: Origin</p><p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(W45G18) XR CONSOL PROP OFF<br/>RED RIVER ARMY DEPOT<br/>BLDG 321 S<br/>TEXARKANA TX 75507-5000</p></p> | <u>REL CD</u>   | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W80FLR3360EF05 | W45G18 | M |  | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 1 | 03-NOV-2003 | 002 | 6 | 01-DEC-2003 | 003 | 6 | 02-JAN-2004 | 004 | 6 | 02-FEB-2004 | 005 | 6 | 01-MAR-2004 | 006 | 6 | 01-APR-2004 | 007 | 3 | 03-MAY-2004 |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>     | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| 001               | W80FLR3360EF05  | W45G18          | M               |                 | 2             |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DEL DATE</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| 001               | 1   | 03-NOV-2003     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| 002               | 6   | 01-DEC-2003     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| 003               | 6   | 02-JAN-2004     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| 004               | 6   | 02-FEB-2004     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| 005               | 6   | 01-MAR-2004     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| 006               | 6   | 01-APR-2004     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |
| 007               | 3   | 03-MAY-2004     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |     |   |             |  |  |  |  |



|  |   |                            |
|--|---|----------------------------|
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|  | <u>Regulatory Cite</u> | <u>Title</u>                                | <u>Date</u> |
|--|------------------------|---|-------------|
| C-1  | 52.211-4015<br>(TACOM) | CONFIGURATION CONTROL - ENGINEERING CHANGES | JUL/2002    |
| (a) DEFINITIONS:   |                        |   |             |
| (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.                               |                        |   |             |
| (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.  |                        |   |             |
| (3) Value Engineering Change Proposal (VECP). A proposal that --   |                        |   |             |
| (i) Requires a change to the instant contract; and   |                        |   |             |
| (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --   |                        |   |             |
| (A) In deliverable end item quantities only;   |                        |   |             |
| (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or   |                        |   |             |
| (C) To the contract type only.   |                        |   |             |
| (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.  |                        |   |             |
| (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.  |                        |   |             |
| (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD)s which can be found at the following website: <a href="http://contracting.tacom.army.mil/engr/engrchange.htm">http://contracting.tacom.army.mil/engr/engrchange.htm</a> . Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.        |                        |   |             |
| (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSCs for this procurement are MM for CLINS 0001AA, 0002AA and EF for CLINS 0003AA, 0004AA and 0005AA.   |                        |   |             |
| (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.   |                        |   |             |
| (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:   |                        |   |             |
| (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.   |                        |   |             |
| (ii) Files in Adobe PDF (Portable Document Format).  |                        |   |             |
| (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.  |                        |   |             |
| (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files. |                        |   |             |
| (d) Submittal Procedures for ECPs/VECPs/RFDs.  |                        |   |             |

|  |   |                      |
|--|---|----------------------|
| <b>CONTINUATION SHEET</b>                              | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE07-03-C-N088<br><b>MOD/AMD</b> | <b>Page 10 of 30</b> |
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- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPS, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer, khatiwk@tacom.army.mil, and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPS and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

|     |                        |  |          |
|-----|------------------------|--|----------|
| C-2 | 52.211-4053<br>(TACOM) | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING<br>SUBSTANCES (CIODS) | MAR/2000 |
|-----|------------------------|--|----------|

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

|                           |   |                      |
|---------------------------|---|----------------------|
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(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C-3            52.211-4008            DRAWING LIMITATIONS  
(TACOM)

NOV/2002

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-4            52.211-4010            ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I  
(TACOM)

FEB/1998

Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM in Section K herein.

[End of Clause]

|   |   |         |               |
|---|---|---------|---------------|
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SECTION D - PACKAGING AND MARKING

|     | Regulatory Cite        | Title   | Date     |
|-----|------------------------|---|----------|
| D-1 | 52.247-4003<br>(TACOM) | CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE<br>DEFENSE TRANSPORTATION SYSTEM (DTS) FROM OCONUS CONTRACTOR FACILITIES<br>(F.O.B. ORIGIN) | MAR/2002 |

(a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

(b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

|     |                        |  |          |
|-----|------------------------|--|----------|
| D-2 | 52.247-4016<br>(TACOM) | HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS | JUL/2002 |
|-----|------------------------|--|----------|

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

|  |  |                      |
|--|--|----------------------|
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SECTION E - INSPECTION AND ACCEPTANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>                        | <u>Date</u> |
|-----|------------------------|-------------------------------------|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996    |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES         | APR/1984    |
| E-3 | 52.211-4059<br>(TACOM) | RADIOGRAPHIC INSPECTION             | MAR/2001    |

Radiographic inspection of production steel castings as required by applicable drawings and/or specifications shall be accomplished as follows:

- (1) Operators and radiographic equipment shall be qualified in accordance with NAS 410, prior to radiography of production castings.
- (2) The first casting shall be radiographed in all routine and random positions described on the position chart.
- (3) Subsequent castings shall be radiographed in those areas that were defective in the immediately preceding castings, until compliance with the required standard has been obtained. Objective evidence shall be provided by the producer that corrective action has been taken to eliminate the deficiency.
- (4) All rejectable areas may be repaired in accordance with an approved and qualified repair procedure (when required by applicable specification), and must meet the standard specified on applicable position chart. The producer retains the prerogative of repairing or scrapping defective material.
- (5) After above requirements have been accomplished, normal sampling shall be applied.
- (6) Normal sampling shall consist of radiographing one control casting selected by the Government Quality Assurance Representative, out of each thirty produced.
- (7) All routine and random positions shall be radiographed on each control casting except when the total exceeds the established number of radiographs that can be taken in a normal eight hour day. When the total number of positions to be radiographed on a control casting exceeds the maximum capability of facilities, random position shall be selected for radiography by the Government Quality Assurance Representative and rotated in such a manner that complete coverage is achieved within a cycle of five castings radiographed.
- (8) The occurrence of a rejectable defect in any area on a casting shall require the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.
- (9) If the results of radiographic inspection on ten consecutive lots of material indicate that a satisfactory uniform product meeting the soundness requirements is being produced, the amount of radiographic testing may be reduced in accordance with a system established by the Contractor and approved by the Procuring Contracting Officer.
- (10) The occurrence of a rejectable defect in any area on a casting shall require return to normal sampling and the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

[End of Clause]

|     |                        |   |          |
|-----|------------------------|---|----------|
| E-4 | 52.246-4025<br>(TACOM) | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT | OCT/1997 |
|-----|------------------------|---|----------|

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [ ] ISO 9001
- [ ] ISO 9002
- [ ] QS 9000
- [ ] ANSI/ASQ Q9001
- [ ] ANSI/ASQ Q9002

|  |  |                      |
|--|--|----------------------|
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[ ] Other, specifically \_\_\_\_\_

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

|     |             |                          |          |
|-----|-------------|--------------------------|----------|
| E-5 | 52.246-4028 | INSPECTION POINT: ORIGIN | FEB/1994 |
|     | (TACOM)     |                          |          |

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

|                     |           |        |          |         |       |
|---------------------|-----------|--------|----------|---------|-------|
| CONTRACTOR'S PLANT: | _____     |        |          |         |       |
|                     | (Name)    |        |          |         |       |
|                     | _____     |        |          |         |       |
|                     | (Address) | (City) | (County) | (State) | (Zip) |

|                        |           |        |          |         |       |
|------------------------|-----------|--------|----------|---------|-------|
| SUBCONTRACTOR'S PLANT: | _____     |        |          |         |       |
|                        | (Name)    |        |          |         |       |
|                        | _____     |        |          |         |       |
|                        | (Address) | (City) | (County) | (State) | (Zip) |

[End of Clause]

|     |             |                         |          |
|-----|-------------|-------------------------|----------|
| E-6 | 52.246-4048 | DRAWINGS FOR INSPECTION | NOV/1982 |
|     | (TACOM)     |                         |          |

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-N088      MOD/AMD</p> | <p style="text-align: center;"><b>Page 15 of 30</b></p> |
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SECTION F - DELIVERIES OR PERFORMANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-15              | STOP-WORK ORDER   | AUG/1989    |
| F-2 | 52.242-17              | GOVERNMENT DELAY OF WORK                                | APR/1984    |
| F-3 | 52.247-29              | F.O.B. ORIGIN   | JUN/1988    |
| F-4 | 52.247-58              | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984    |
| F-5 | 52.247-59              | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS          | APR/1984    |
| F-6 | 52.242-4022<br>(TACOM) | DELIVERY SCHEDULE                                       | MAY/2000    |

(a) DEFINITIONS:

- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
- (3) DELIVERY is defined as follows:
  - (i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
  - (ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(b) The Government's proposed delivery schedule is:

| <u>CLIN</u> | <u>DAYS</u>         | <u>QUANTITY</u>                                      |
|-------------|---------------------|--|
| 0001AA      | 150                 | 39   |
| 0002AA      | 150                 | Option   |
| 0003AA      | 1 Aug 03 - 1 Jul 04 | 78 total (monthly deliveries as shown in schedule B) |
| 0004AA      | 2 Jun 03 - 1 Dec 03 | 41 total (monthly deliveries as shown in Schedule B) |
| 0005AA      | 3 Nov 03 - 1 Jul 04 | 34 total (monthly deliveries as shown in Schedule B) |

- (c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by NOT APPLICABLE days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.
- (d) You can accelerate delivery: AT NO ADDITIONAL COST TO THE GOVERNMENT.
- (e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above for CLINs 0001AA and 0002AA, your offer may be determined unacceptable for award. If you propose a delivery schedule longer than the schedule listed above for CLINs 0003AA, 0004AA and 0005AA, your offer will be determined unacceptable for award.

(f) CONTRACTOR'S PROPOSED SCHEDULE:

CLINS 0001AA AND 0002AA

(1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

CLINS 0003AA, 0004AA AND 0005AA

(1) I WILL (    )/ WILL NOT (    ) COMPLY WITH THE DELIVERY SCHEDULES AS SHOWN IN SCHEDULE B. ACCELERATED DELIVERY IS ACCEPTABLE TO THE GOVERNMENT AT NO ADDITIONAL COST.

**Name of Offeror or Contractor:** SCFM CORPORATION

F-7                      52.211-16                      VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and  
ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-8                    52.247-65                    F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS

JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-9            52.247-4005            SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT  
(TACOM)

FEB/2002

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]



**Name of Offeror or Contractor:** SCFM CORPORATION

|      |             |  |          |
|------|-------------|--|----------|
| F-10 | 52.247-4017 | DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR | JAN/2001 |
|      | (TACOM)     | ADDRESSES  |          |

| <u>Rail/<br/>Motor<br/>SPLC*</u> | <u>MILSTRIP<br/>Address<br/>Code</u> | <u>Rail<br/>Ship To:</u>   | <u>Motor<br/>Ship To:</u>  | <u>Parcel Post<br/>Mail To:</u>  |
|----------------------------------|--------------------------------------|--|--|--|
| 206721/<br>209405                | W25G1U                               | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA  | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA  | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA 17070-5001 |
| 875670/<br>875675                | W62G2T                               | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
| 471995/<br>471996                | W31G1Z                               | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021                    |
| 209741/<br>209770                | W25G1R                               | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150             |
| 661136/<br>661157                | W45G19                               | Transportation Officer<br>Red River Army Depot,<br>Defense, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000                  |
| 764538/<br>764535                | W67G23                               | Transportation Officer<br>Tooele Army Depot,<br>Warner, UT   | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT   | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT 84074-5003                        |

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]



|   |   |               |
|---|---|---------------|
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| Name of Offeror or Contractor: SCFM CORPORATION |   |               |

SECTION H - SPECIAL CONTRACT REQUIREMENTS

|     | Regulatory Cite        | Title  | Date     |
|-----|------------------------|--|----------|
| H-1 | 52.232-16              | PROGRESS PAYMENTS  | DEC/2002 |
| H-2 | 252.225-7001           | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                           | MAR/1998 |
| H-3 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                               | DEC/1991 |
| H-4 | 252.225-7009           | DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| H-5 | 252.225-7010           | DUTY-FREE ENTRY--ADDITIONAL PROVISIONS                                     | AUG/2000 |
| H-6 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991 |
| H-7 | 252.232-7004           | DOD PROGRESS PAYMENT RATES   | OCT/2001 |
| H-8 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT                                   | MAR/2003 |
| H-9 | 52.217-4001<br>(TACOM) | SEPARATELY PRICED OPTION FOR INCREASED QUANTITY                            | APR/1997 |

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 39 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 120 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

|      |              |                                     |          |
|------|--------------|-------------------------------------|----------|
| H-10 | 252.217-7026 | IDENTIFICATION OF SOURCES OF SUPPLY | NOV/1995 |
|------|--------------|-------------------------------------|----------|

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

| TABLE        |              |             |                  |                |                 |             |
|--------------|--------------|-------------|------------------|----------------|-----------------|-------------|
| Line         | National     | Commercial  | Source of Supply |                | Actual          |             |
| <u>Items</u> | <u>Stock</u> | <u>Item</u> | <u>Company</u>   | <u>Address</u> | <u>Part No.</u> | <u>Mfg?</u> |
| (1)          | (2)          | (Y or N)    | (4)              | (4)            | (5)             | (6)         |

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

|      |                        |  |          |
|------|------------------------|--|----------|
| H-11 | 52.204-4005<br>(TACOM) | REQUIRED USE OF ELECTRONIC CONTRACTING | DEC/2002 |
|------|------------------------|--|----------|

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the

|   |  |  |
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| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-03-C-N088      <b>MOD/AMD</b></p> | <p align="center"><b>Page 20 of 30</b></p> |
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option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.  
[End of Clause]

|      |             |                                 |          |
|------|-------------|---------------------------------|----------|
| H-12 | 52.246-4026 | LOCAL ADDRESSES FOR DD FORM 250 | MAR/2002 |
|      | (TACOM)     |                                 |          |

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

[DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

|                           |   |                             |
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In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

|   |   |         |               |
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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.202-1               | DEFINITIONS   | DEC/2001    |
| I-2  | 52.203-3               | GRATUITIES  | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES  | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT   | JUL/1995    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES  | JUL/1995    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/1997    |
| I-9  | 52.204-4               | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER   | AUG/2000    |
| I-10 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT  | JUL/1995    |
| I-11 | 52.211-5               | MATERIAL REQUIREMENTS   | AUG/2000    |
| I-12 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATIONS  | JUN/1999    |
| I-13 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT  | OCT/1997    |
| I-14 | 52.215-11              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS   | OCT/1997    |
| I-15 | 52.215-13              | SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS   | OCT/1997    |
| I-16 | 52.215-14              | INTEGRITY OF UNIT PRICES  | OCT/1997    |
| I-17 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS  | OCT/2000    |
| I-18 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES  | FEB/1997    |
| I-19 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES  | SEP/2002    |
| I-20 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT   | DEC/1996    |
| I-21 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| I-22 | 52.222-26              | EQUAL OPPORTUNITY   | APR/2002    |
| I-23 | 52.222-35              | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  | DEC/2001    |
| I-24 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998    |
| I-25 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS   | DEC/2001    |
| I-26 | 52.223-6               | DRUG FREE WORKPLACE   | MAY/2001    |
| I-27 | 52.225-8               | DUTY-FREE ENTRY   | FEB/2000    |
| I-28 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUL/2000    |
| I-29 | 52.227-1               | AUTHORIZATION AND CONSENT   | JUL/1995    |
| I-30 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT   | AUG/1996    |
| I-31 | 52.229-4               | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)   | JAN/1991    |
| I-32 | 52.229-5               | TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO   | APR/1984    |
| I-33 | 52.232-1               | PAYMENTS  | APR/1984    |
| I-34 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002    |
| I-35 | 52.232-11              | EXTRAS  | APR/1984    |
| I-36 | 52.232-17              | INTEREST  | JUN/1996    |
| I-37 | 52.232-23              | ASSIGNMENT OF CLAIMS  | JAN/1986    |
| I-38 | 52.232-25              | PROMPT PAYMENT  | FEB/2002    |
| I-39 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION   | MAY/1999    |
| I-40 | 52.233-1               | DISPUTES  | JUL/2002    |
| I-41 | 52.233-3               | PROTEST AFTER AWARD   | AUG/1996    |
| I-42 | 52.242-4               | CERTIFICATION OF INDIRECT COSTS   | JAN/1997    |
| I-43 | 52.242-10              | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE  | APR/1984    |
| I-44 | 52.242-12              | REPORT OF SHIPMENT (REPSHIP)  | JUL/1995    |
| I-45 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-46 | 52.243-1               | CHANGES--FIXED-PRICE  | AUG/1987    |
| I-47 | 52.244-5               | COMPETITION IN SUBCONTRACTING   | DEC/1996    |
| I-48 | 52.246-23              | LIMITATION OF LIABILITY   | FEB/1997    |
| I-49 | 52.247-1               | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & | APR/1984    |

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|      | Regulatory Cite | Title  | Date     |
|------|-----------------|--|----------|
|      |                 | ARMAMENTS COMMAND  |          |
| I-50 | 52.248-1        | VALUE ENGINEERING  | FEB/2000 |
| I-51 | 52.249-2        | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | SEP/1996 |
| I-52 | 52.249-8        | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984 |
| I-53 | 52.253-1        | COMPUTER GENERATED FORMS   | JAN/1991 |
| I-54 | 252.203-7001    | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES   | MAR/1999 |
| I-55 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
| I-56 | 252.209-7000    | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                           | NOV/1995 |
| I-57 | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-58 | 252.211-7005    | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   | FEB/2003 |
| I-59 | 252.215-7000    | PRICING ADJUSTMENTS  | DEC/1991 |
| I-60 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | FEB/2003 |
| I-61 | 252.225-7014    | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)   | MAR/1998 |
| I-62 | 252.225-7016    | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | DEC/2000 |
| I-63 | 252.225-7025    | RESTRICTION ON ACQUISITION OF FORGINGS   | JUN/1997 |
| I-64 | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/1992 |
| I-65 | 252.226-7001    | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  | SEP/2001 |
| I-66 | 252.242-7003    | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS  | DEC/1991 |
| I-67 | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991 |
| I-68 | 252.244-7000    | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  | MAR/2000 |
| I-69 | 52.209-1        | QUALIFICATION REQUIREMENTS   | FEB/1995 |

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)  
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_  
Manufacturer's Name \_\_\_\_\_  
Source's Name \_\_\_\_\_  
Item Name \_\_\_\_\_  
Service \_\_\_\_\_  
Identification\_\_\_\_\_Test Number\_\_\_\_\_(to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

|  |   |                      |
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(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

I-70                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-71                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS                      MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional



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clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

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| I-72 | 52.252-6 | AUTHORIZED DEVIATIONS IN CLAUSES | APR/1984 |
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

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| I-73 | 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION | NOV/2001 |
|------|--------------|--|----------|

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

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| I-74 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
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(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted

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after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM        | CONTRACT   |  |          |       |
|-------------|------------|--|----------|-------|
| DESCRIPTION | LINE ITEMS |  | QUANTITY | TOTAL |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

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(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-75                      252.247-7024                      NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA                      MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-76                      252.248-7000                      PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS                      MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-77                      52.204-4009                      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                      JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|--------------|-------------|----------------------------|-----------------------|
| Attachment 001             | TDP 12367532 | 30-DEC-2002 |                            | DATA                  |